

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING
PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 05-252

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Bubbler Flow Meters for Watershed Management

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, October 12, 2005 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Document(s) may be downloaded at <http://www.lincoln.ne.gov/city/finance/purch/spec/index.htm> or by calling the Purchasing office at 402/441-7410.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. It is the responsibility of all bidders to check for addendum(s) prior to submitting bids. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

Notice to Bidders
Specification 05-252
Bubbler Flow Meter for Watershed Management

1. General Information:

- 1.1 The equipment offered shall be the latest current model of proven performance, under standard production by the manufacturer and complete as regularly advertised and marketed.
 - 1.1.1 Example, ISCO 4230 Bubbler Flow Meter-See Instruction to bidders, Section #7.
- 1.2 The equipment shall be furnished with all necessary parts for satisfactory operation whether or not they may be specifically mentioned in the requirements.
 - 1.2.1 Bidder's must mark document with response to "Yes" or "No" on the technical specifications portion of this document.
 - 1.2.1.1 By checking "Yes" the bidder is stating that their equipment meets or exceeds the specifications.
 - 1.2.1.2 By checking "No", the bidder is stating that their Equipment does not meet the minimum specifications.
- 1.3 Compliance with the requirements of these specifications shall be evidenced by the descriptive advertising literature and manufacturer's data sheets published prior to the issuance of these specifications, a copy of which shall be included with the offeror's bid.
- 1.4 Any information necessary to show compliance with these specifications, not given on the manufacturer's literature, shall be supplied in writing and attached to the bid.
- 1.5 Where an item does not meet the minimum specifications, the bidder must provide details describing the deviation from the minimum specifications.
- 1.6 Specifications are intended to show type and quality of bubbler flow meter.
 - 1.6.1 Bidders should not assume standard equipment meets all specifications.
 - 1.6.2 Bids for alternate equipment functionally equivalent to the above listed manufacturer(s) and model(s) will be given consideration.
 - 1.6.3 It is intended that alternate models have the same operating characteristics as the listed manufacturer(s) and model(s), including operator controls, maneuverability, critical dimensions and general performance.
- 1.7 Questions regarding these specifications should be directed, in writing, to Mary L. Long, Assistant Purchasing Agent, 440 South 8th St., Lincoln, NE 68508, fax 402/441-6513 or email mlong@lincoln.ne.gov prior to NOON, October 6, 2005.
- 1.8 Bid price shall include all shipping charges delivered to City of Lincoln.

**Technical Specifications
For Bubbler Flow Meter(s)
Spec 05-252**

**MEETS SPECS
YES NO**

1. INSTRUMENT

- | | | | |
|--------------------------|--------------------------|-------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1.1 | There shall be furnished a recording, totalizing open channel flow meter suitable for portable or fixed-site monitoring. |
| <input type="checkbox"/> | <input type="checkbox"/> | 1.1.1 | A bubbler system shall be used to measure level. |

2. BUBBLER

- | | | | |
|--------------------------|--------------------------|-------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 2.1 | A pressure transducer in the flow meter shall measure the liquid level. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2.1.1 | An internal air compressor shall provide a continuous supply of air to the bubble tube. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2.1.2 | The flow meter shall have the ability to connect to a bubble tube 1/8 in. (0.32 cm) inside diameter. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2.1.3 | The flow meter shall include automatic bubble line purge to minimize plugging of the bubble tube. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2.2 | The level measurement range of the bubbler shall be from 0.01 to 10 feet (0.003 to 3.05 m). |
| <input type="checkbox"/> | <input type="checkbox"/> | 2.2.1 | The level shall be measured with a maximum error of +/-0.005 feet (+/- 0.002 m) over a range of 0.01 to 1.0 feet(0.003 to 0.31 m), +/- 0.010 feet (+/- 0.003 m) over a range of 0.01 to 5.0 feet (0.003 to 1.52 m), and +/- 0.035 feet (+/-0.011 m) from 0.01 to 10 feet (0.003 to 3.05 m). |
| <input type="checkbox"/> | <input type="checkbox"/> | 2.2.2 | The temperature coefficient shall be +/- 0.0003 times the level in feet times the temperature change from 77 degrees F (+/-0.00054 times |

MEETS SPECS
YES NO

the level in meters times the temperature change from 25 degrees C) over the compensated temperature range of 32 to 140 degrees F (0 to 60 degrees C).

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|-------|-------|---|
| _____ | _____ | 2.3 The flow meter shall include automatic drift compensation to periodically reference both sides of the transducer to atmospheric pressure and automatically compensate for errors due to temperature, warm-up and long-term drift. |
| _____ | _____ | 2.3.1 After a 5 minute warm-up period, automatic drift compensation shall correct the zero level to +/- 0.002 feet (+/- 0.0006 m) at intervals between 2 and 15 minutes. |

3. FLOW METER

- | | | |
|-------|-------|---|
| _____ | _____ | 3.1 Measured liquid level readings shall be converted into corresponding flow rate readings using internal conversion algorithms. |
| _____ | _____ | 3.1.1 The flow meter shall contain conversions for V-notch weirs, rectangular weirs with and without end contractions, Cippolletti weirs, Isco Flow Metering Inserts, and Parshall, Palmer-Bowlus, Leopold-Lagco, trapezoidal, H, HS and HL flumes. |
| _____ | _____ | 3.1.2 For monitoring in applications using the Manning formula in round, U-shaped, rectangular and trapezoidal channels, the flow meter shall accept information for channel shape and size, and slope and roughness coefficient. |
| _____ | _____ | 3.1.2.1 The flow meter shall accept 4 sets of level-flow rate points, with up to 50 pairs of points in each set. |
| _____ | _____ | 3.1.2.2 The flow meter shall accept a two-term, level-flow rate polynomial equation. |

MEETS SPECS
YES NO

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|-------|-------|-------|---|
| _____ | _____ | 3.2 | The flow meter shall be capable of activating a connected ISCO 3700 Portable Sampler based on level and/or flow rate. |
| _____ | _____ | 3.3 | The flow meter shall have a 12 volt pulse output for signaling a connected automatic sampler to collect flow proportioned samples. |
| _____ | _____ | 3.4 | The flow meter shall have inputs to accept signals from the sampler indicating when a sample is collected and the bottle in which the sample is placed. |
| _____ | _____ | 3.5 | The flow meter shall contain a tactile keypad and a 2 line, 80 character, backlit alphanumeric liquid crystal display (LCD). |
| _____ | _____ | 3.5.1 | The LCD shall visually prompt the user through the programming sequence. |
| _____ | _____ | 3.5.2 | The LCD shall display level, flow rate, total flow, pH or dissolved oxygen, temperature, and pH, dissolved oxygen, conductivity, and temperature from a YSI 600 in user-selectable units of measure. |
| _____ | _____ | 3.5.3 | The totalizer on the LCD shall be resettable. |
| _____ | _____ | 3.5.4 | The LCD shall display the signal strength from the ultrasonic sensor to aid in installation and troubleshooting. |
| _____ | _____ | 3.6. | The flow meter shall contain a dot matrix printer with a replaceable roll of plain white paper 4.5 in. (11. cm) wide and 65 ft. (19.8 m) long, and a replaceable black nylon ribbon 19.7 ft. (6.0 m) long. |
| _____ | _____ | 3.6.1 | The printer shall record up to 3 graphs of level, flow rate, pH or dissolved oxygen, temperature, and pH, dissolved oxygen, conductivity, and temperature from a YSI 600 at user-selectable chart speeds ranging from 0.5 to 4 inches (1.25 to 10 cm) per hour. |
| _____ | _____ | 3.6.2 | The recording span for each graph shall be user-selectable with multiple automatic over-ranges if the maximum scale is exceeded. |

MEETS SPECS
YES NO

| | | | |
|-------|-------|-------|--|
| _____ | _____ | 3.6.3 | The chart shall include total flow, time and date, site ID, flow conversion, and recording span for each graph. |
| _____ | _____ | 3.6.4 | The printer shall record rainfall data as a bar graph. |
| _____ | _____ | 3.6.5 | The printer shall record sampler event marks with bottle number and time. |
| _____ | _____ | 3.6.6 | The printer shall provide 2 summary reports of minimum, maximum, average and total data over 2 independent time intervals. |
| _____ | _____ | 3.6.7 | The printer shall provide a flow meter history report, including the time when the level, pH or dissolved oxygen, and pH, dissolved oxygen, conductivity, and temperature from a YSI 600 were adjusted, the totalizer was reset, or the sampler was enabled. |
| _____ | _____ | 3.6.8 | The printer shall provide a sampler history report containing the time and bottle number of each sample. |
| _____ | _____ | 3.6.9 | The printer shall print the flow meter program on command. |
| _____ | _____ | 3.7 | The internal data storage memory in the flow meter shall have a capacity of 80,000 bytes, divided into up to 12 user-defined partitions. |
| _____ | _____ | 3.7.1 | Each partition shall be programmable to store level, flow rate, rainfall, pH or dissolved oxygen, temperature, sample data, or pH, dissolved oxygen, conductivity, or temperature from a YSI 600. |
| _____ | _____ | 3.7.2 | Timing for the data storage shall be selectable in 1, 2, 5, 10,15, 30, 60, or 120 minute intervals. |
| _____ | _____ | 3.7.3 | Each partition shall be programmable to operate in either rollover, slate or triggered slate mode. |
| _____ | _____ | 3.7.4 | Triggering events in slate mode shall be selectable from level, flow rate, rainfall, pH or dissolved oxygen, temperature, and pH, dissolved oxygen, conductivity, and temperature from a YSI 600. |

MEETS SPECS
YES NO

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|-------|-------|--------|--|
| _____ | _____ | 3.7.5 | The internal data storage memory in the flow meter shall be programmed using a software program on an IBM PC or compatible computer. |
| _____ | _____ | 3.7.6 | The software shall also retrieve stored data from the flow meter, and generate graphs and reports from stored data. |
| _____ | _____ | 3.7.7 | The computer shall communicate with the flow meter using a direct RS-232 connection. |
| _____ | _____ | 3.8 | The flow meter shall have an RS-232 serial output to transmit information on all of its current readings. |
| _____ | _____ | 3.8.1 | The data on the serial output shall be in ASCII format with values separated by commas. |
| _____ | _____ | 3.8.2 | The serial output shall be at 1200, 2400, 4800 or 9600 baud. |
| _____ | _____ | 3.8.3 | The flow meter shall output this data in response to the reception of a command on the serial port. |
| _____ | _____ | 3.8.4 | The flow meter shall also be programmable to automatically transmit this data on a periodic time interval. |
| _____ | _____ | 3.8.5 | The data shall include the flow meter description, ID number, model number, date and time, battery voltage, level, flow rate, total flow, rainfall, pH or dissolved oxygen, temperature, sampler activation status, sample number and bottle number, and pH, dissolved oxygen, conductivity, and temperature from a YSI 600, and a checksum. |
| _____ | _____ | 3.9 | The program memory in the flow meter shall be non-volatile, programmable flash memory. |
| _____ | _____ | 3.9.1 | The program memory shall be capable of being updated via the serial port on the flow meter without opening the enclosure. |
| _____ | _____ | 3.10 | The flow meter shall require 12 volt DC power for operation. |
| _____ | _____ | 3.10.1 | Power shall be supplied from a rechargeable lacid battery. |

Company _____

MEETS SPECS
YES NO

3.10.2 Typical battery life shall be 10 to 12 days with a 6.5 amp-hour lead-acid battery, with the printer set a 1 inch (2.5 cm) per hour and a 1 minute level reading interval.

3.11 The flow meter shall be housed in a rugged, lockable, watertight, dust-tight, corrosion resistant (self-certified NEMA 4X and IP65) enclosure.

3.11.1 The enclosure shall include a carrying strap, wall mounting bracket and a clear polycarbonate window for viewing the LCD and printer without opening the enclosure.

3.11.2 An internal, easily replaceable, rechargeable desiccant canister shall keep the inside of the flow meter free of moisture.

3.12 The bidder shall state guaranteed delivery date or days after receipt of order.

BID PROPOSAL
SPECIFICATION NO. 05-252
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, October 12, 2005

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ___ through_____ is hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

| <u>Item</u> | <u>Qty.</u> | <u>Unit</u> | <u>Description</u> | <u>Unit cost</u> | <u>Total Cost</u> |
|-------------|-------------|-------------|--|------------------|-------------------|
| 1. | Three (3) | each | Bubble Flow Meters MFG _____ Model _____ | \$ _____ | \$ _____ |

BID SECURITY REQUIRED: _____ **YES** X **NO**

AFFIRMATIVE ACTION PROGRAM Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-252

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**Guaranteed Delivery Date or days after
receipt of order.**

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents.

Bid Tabulations can also be viewed on our website at: Lincoln.ne.gov Keyword: Bid

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications, i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.